

BT Fleet Limited Service, Repair and Maintenance Terms and Conditions

The fixed price servicing offer is subject to the terms and conditions set out below as amended from time to time. In the event of a conflict between the Fixed Price Service Additional Conditions and the BT Fleet Limited Service Repair and Maintenance Terms and Conditions the Fixed Price Service Additional Conditions shall prevail.

Fixed Price Service Additional Conditions

1. The fixed price service offer is subject to availability of appointments and facilities and subject to acceptance of your vehicle type, age and/or specification by us. We reserve the right to refuse or accept your order at our discretion.
2. We reserve the right to vary the date of your appointment at any time. In the event that you wish to cancel an appointment you must give us at least 24 hours notice.
3. Prices may vary from time to time and the price you shall pay shall be the price valid at the date that the service is performed. We reserve the right to withdraw or vary any advertised price at any time including prior to the advertised end date without notice.
4. The services to be performed will vary with the service type you have requested, details of the elements of the standard services are detailed in the service checklist which is available on the website or on request from the service centre. Whilst we shall stamp service books the service may not include all of the elements of a manufacturer service. The service stamp shall specify the service performed if it is not a manufacturer service.
5. Where a fixed price service is inclusive of an MOT the advertised price is only available where the MOT is performed at the same time as the service. MOT tests are not available at all service centres at all times.
6. The fixed price servicing offer is open to retail customers only and is not available to our account or fleet managed customers.
7. If additional work not detailed in the service checklist is required at further cost we will not carry out such additional work until we have obtained your authorisation to proceed.

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1 Explanation of Certain Words

1.1 In these Conditions the following words have the following meanings:

"Authorised User" means any individual who You have authorised to drive the Vehicle;

"BT Fleet" means BT Fleet Limited (Registered No: 4383521) whose registered office is at 81 Newgate Street London EC1A 7AJ;

"Consumer" means any private individual who is not buying Services or Supplies in the course of his or her business;

"Contract" means any contract between BT Fleet and You for the provision of Services, incorporating these Conditions, the Job Card and any Schedule;

"Customer Invoice" means the invoice BT Fleet provides You for the provision of Supplies or Services or both;

"Estimate" means an initial estimate given by an employee, agent or representative of BT Fleet for the Services to be undertaken or Supplies to be purchased and the price to be paid for those Services and Supplies;

"Job Card" means the form on which BT Fleet enters details of the Vehicle and the provision of the Services or Supplies or both as agreed between You and BT Fleet and which forms part of the Contract;

"Schedule" means any schedule of details which You and BT Fleet agree shall form part of the Contract;

"Services" means all or any of the servicing, maintenance, repair, fitting and other related services (except the provision of Supplies) which BT Fleet provides to You as agreed or as set out in the Contract;

"Supplies" means all or any goods or vehicle parts supplied to You by BT Fleet;

"Total Price" means the aggregate cost of all labour, parts, consumables and test fees which is due to BT Fleet;

"Vehicle" means any vehicle for which Supplies and/or Services are to be provided detailed in the Job Card;

"Working Day" means any day from Monday to Friday excluding public holidays in the United Kingdom, as appropriate to the location of the relevant BT Fleet depot where the Services are being carried out; and

"You" means the person(s), firm or company who purchases the Services from BT Fleet.

2 Basis of Contract

2.1 Unless the Contract is varied under Condition 2.2 the Contract will be governed by these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which You suggest will apply under any purchase order, confirmation of order, specification or other document).

2.2 Any variation to these Conditions and any representations about the Services shall have no effect unless expressly agreed with You. In the event that the Schedule contains terms and conditions, to the extent that those terms and conditions conflict with or amend these Conditions the terms and conditions set out in the Schedule shall prevail.

2.3 Your order shall only be considered as accepted by BT Fleet when either:

(a) BT Fleet completes the relevant Job Card and performs the Services; or

(b) if earlier, BT Fleet issues a written acknowledgement of Your order.

2.4 Any quotation or Estimate made by BT Fleet is given under these Conditions. While BT Fleet reserves the right not to accept an order, Estimates will be valid for 14 days from date of issue.

2.5 If You advise BT Fleet that it should supply additional Supplies and/or Services after BT Fleet (or someone acting on its behalf) has begun to perform the Contract, those additional Supplies and/or Services shall be added to, and form part of, the Contract and BT Fleet shall amend the price accordingly.

2.6 Once BT Fleet has accepted an order and started to work on a Vehicle, You may not cancel an order (or any part of an order) unless You pay any losses and costs BT Fleet suffers because of that cancellation.

3 Services to Consumers

3.1 If You are a Consumer, You have certain statutory rights regarding the return of defective goods and claims in respect of losses caused by BT Fleet's negligence or BT Fleet's failure to carry out its obligations. These terms and conditions shall not affect Your statutory rights.

4 Provision of Services

4.1 The Services will be considered to be completed and the relevant element of the Contract price to be due and payable;

(a) when BT Fleet issues You with a written notice confirming such completion; or

(b) if BT Fleet is available to perform the Services but is prevented from doing so by reason of the lack of relevant assistance from You (such as lack of availability of the Vehicle or relevant parts from You).

4.2 All services will be conducted with reasonable care and skill and all Supplies shall be of satisfactory quality.

4.3 BT Fleet will carry out the Services in accordance with any Estimate and will contact You before proceeding with the Services if, in BT Fleet's reasonable opinion the Service will cost materially more than the relevant Estimate.

4.4 Any service booking, courtesy vehicle requests or collection and delivery requests are subject to a lead-time which BT Fleet will agree with You which may, unless otherwise agreed, be a minimum of five Working Days.

4.5 Unless otherwise agreed You shall take delivery of Supplies from BT Fleet's place of business not later than seven days after BT Fleet or its agent or representative has notified You that the Supplies are ready for You to take delivery of them.

4.6 BT Fleet shall use its reasonable endeavours to complete the Services or to provide the Supplies by the times agreed with You in advance or to achieve agreed collection or delivery times unless BT Fleet is prevented from doing so for reasons beyond our control (as long as those reasons are not caused by BT Fleet). BT Fleet shall contact You or Your Authorised User if the scheduled completion time of a task will not, or is not likely to be, achieved.

4.7 You agree to pay BT Fleet for all storage and other costs incurred by BT Fleet as a result of Your refusal or failure (for any reason) to collect the Vehicle or Supplies or both on the date agreed between You and BT Fleet (unless the Vehicle and/or Supplies are not available for collection or delivery on such agreed date).

4.8 Unless otherwise agreed, You shall collect the Vehicle from BT Fleet's place of business not later than three days after BT Fleet or its agent or representative has notified to You that the Vehicle is ready for collection.

4.9 If the parties agree that You shall collect or take delivery of the Vehicle from a location other than BT Fleet's place of business, BT Fleet or its agent or representative shall deliver the Vehicle to the agreed point of collection at Your expense (unless BT Fleet otherwise agrees).

4.10 BT Fleet will abide by any of Your reasonable work authorisation procedures that You notify to BT Fleet and, if instructed to do so in writing, will obtain a works authorisation number or other verification before commencing any Services.

5 Quality

5.1 BT Fleet is an ISO 9001 registered company and BT Group, its parent company, is an ISO 14001 registered company and BT Fleet shall use reasonable endeavours to ensure that those and any equivalent standards remain in full force and effect.

5.2 BT Fleet is committed to customer satisfaction and will record any written complaints You raise and will endeavour to respond to them within two weeks of receipt. All written complaints should be submitted via our feedback form on our website or sent to: BT Fleet Limited, Customer Feedback Co-ordinator, PP 2.3, BT Parkside, Parkside Business Park, Mile Lane, Coventry, CV1 2TR.

6 Supplier's Technical Standards

6.1 In the absence of any agreed Schedule, Vehicles will be serviced or repaired in accordance with manufacturer's guidelines. Where there is no agreed Schedule or relevant manufacturer's guidelines, then BT Fleet will work to industry codes of practice reasonably appropriate to the Services.

6.2 Where available, BT Fleet shall work in accordance with the timetables recommended by the Institute of Chartered Mechanical Engineers (ICME) as standard.

6.3 BT Fleet will only fit replacement parts consistent with the original equipment manufacturer's specification unless You specifically request alternatives.

6.4 BT Fleet will work to technical and safety guidelines stipulated by either the Vehicle manufacturer or parts manufacturer.

6.5 If You request it at the time You order the Services, BT Fleet will hold parts which are to be removed from the Vehicle for Your inspection. BT Fleet will hold those parts for up to a maximum of seven days, when BT Fleet will dispose of them.

6.6 BT Fleet will supply vehicle lubricants which meet with the manufacturer's minimum specification unless You specifically instruct us not to do so.

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7 Contract Price

7.1 Unless otherwise agreed by BT Fleet in writing the price for Services shall be BT Fleet's retail price in effect on the date of completion or deemed completion of performance of the Services and which BT Fleet shall inform You of on each time You buy the Services.

7.2 Unless stated otherwise prices are exclusive of any value added tax or other similar taxes or levies or insurance which BT Fleet will add to Your invoice. If You are a Consumer BT Fleet shall inform You of all prices inclusive of VAT.

8 Payment Terms

8.1 Unless BT Fleet has agreed otherwise, You shall pay to BT Fleet: the Total Price before or when collecting the Vehicle or in the case of Supplies before or on delivery of them.

8.2 Where You pay BT Fleet by cheque, BT will not consider that You have paid until the cheque has cleared.

8.3 If BT Fleet has agreed with You that You have a credit account with BT Fleet, BT Fleet shall submit an invoice to You for the Total Price (plus VAT) and You shall make full payment to BT Fleet at the address stated on the invoice within 30 days of the date of the invoice. BT Fleet's preferred method of payment is by BACS transfer.

8.4 You may only obtain a refund for Supplies if:

- (a) BT Fleet is in breach of the Contract; or
- (b) the Supplies were faulty;

and in each case if You seek a refund from BT Fleet, You must produce the relevant invoice or other appropriate document.

8.5 If any sum due from You to BT Fleet under the Contract or any other contract is not paid on or before the due date for payment then all sums which You owe to BT Fleet at that time shall become due and payable immediately. In addition to any other right or remedy available to BT Fleet, BT Fleet may:

- (a) cancel or suspend its performance of the Contract or any order including suspending provision of any Service or other service until You have made satisfactory arrangements with BT Fleet for payment or credit;
- (b) put any payment made by You towards those Services (or any services supplied under any other contract between You and BT Fleet) or as BT Fleet may think fit;
- (c) suspend performance of Services remaining to be carried out; and
- (d) charge You (i) interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of eight per cent (8%) per annum above the base lending rate of HSBC Bank plc prevailing from time to time until payment is made in full; and (ii) the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

9 If You Fail to Pay

9.1 Until You have finished paying (and any cheques have been cleared) on the due date of all sums that You owe to BT Fleet:

- (a) any Supplies shall remain BT Fleet's property;
- (b) BT Fleet shall be entitled to keep hold of the Vehicle and/or all Supplies in BT Fleet's possession or under its control in relation to all sums You owe BT Fleet even if the unpaid sums do not relate to the Vehicle held. BT Fleet shall further be entitled to charge You a reasonable sum for storage of the Vehicle and/or the Supplies from the due date for payment until the date of collection or delivery of the Vehicle and/or Supplies following Your full payment; and
- (c) BT Fleet may withhold a proportionate amount of any sums that You owe to BT Fleet against any sums that BT Fleet owes to You.

9.2 Unless You are a Consumer when this provision (and 9.3 below) shall not apply, if collection or delivery of the Vehicle and/or Supplies or any part of them takes place before You have finished paying all sums You owe to BT Fleet, the Supplies collected or delivered shall (irrespective of whether the Supplies have been fixed to the Vehicle or to any other motor vehicle, machine or structure) remain the property of BT Fleet until all sums due by You to BT Fleet have been paid in full.

9.3 If, before You have paid in full all sums You owe to BT Fleet, You or any person acting through You or on Your behalf attempts to resell the Supplies or any part of them or sells the Vehicle, You shall hold the proceeds of any such sale on behalf of BT Fleet, including insurance proceeds, and shall keep all such proceeds separate from Your monies or Your property and third parties so that You can pay any sums You owe to BT Fleet from these proceeds.

9.4 We may sell Your Vehicle to recover any unpaid charges. We can only do this after giving You 30 days written notice that BT Fleet intends to do so. If BT Fleet sells any of Your goods and the proceeds from the sale are greater than the amount You owe us, BT Fleet will pay You any excess amount after taking off the costs of the unpaid sums.

10 Responsibility

10.1 BT Fleet shall have in place insurance policies to the extent required by law with a reputable insurer to insure the Vehicle whilst in BT Fleet's control. This insurance ceases to be in force and You shall have responsibility for the Vehicle from the point when BT Fleet returns the Vehicle to You or Your representative or from the point when BT Fleet returns the keys of the Vehicle to a location which it has agreed with You or Your representative.

10.2 Before You allow the Vehicle into BT Fleet's possession, You must empty the vehicle of personal belongings and any other articles. While the Vehicle is in BT Fleet's possession, BT Fleet shall not be responsible for any personal belongings or articles left inside the Vehicle by any person.

11 Warranty of Quality of Services

11.1 Subject to the provisions of Condition 12.3, if there is a defect in the Services or Supplies caused by BT Fleet's faulty workmanship or a defect in those Supplies, BT Fleet agrees to rectify that defect free of charge if:

- (a) the defect arises within the sooner of 12 months of BT Fleet's delivery of the Services or Supplies or before the Vehicle has been driven 12,000 miles after completion of the Services (the "Guarantee Period");
- (b) You bring the Vehicle to the BT Fleet premises where You received the Supplies or Services within seven days of Your becoming aware of the defect unless to do so would materially increase damage or it would be unsafe to do so;
- (c) You produce an invoice or other documents issued at time of original purchase;
- (d) You produce documents to show that the Vehicle was serviced at the times and in line with manufacturer guidelines during the Guarantee Period; and
- (e) You take all reasonable steps to reduce any damage which the defect may cause.

11.2 The warranties set out in this document are the only warranties which shall be given by BT Fleet and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. However, if You are a Consumer, this Condition shall not apply and the provisions of Condition 3.1 shall apply in addition to the warranty contained in Condition 11.1.

12 Exclusions and Limitation of Liability

12.1 BT Fleet will accept all liability for death or personal injury caused by BT Fleet or for fraudulent misrepresentation by BT Fleet to You about the Contract (and for the avoidance of doubt, nothing in this Condition excludes or limits any statutory rights of a Consumer).

12.2 The maximum liability of BT Fleet to You under the Contract of any sort (including any liability because of our negligence) is limited to £1 million for any one event or any series of events and in any 12 month period to £2 million in total.

12.3 BT Fleet shall have no liability to You under Condition 11.1 above:

- (a) for any defect arising from normal wear and tear, Your misuse of the Vehicle, or failure to follow BT Fleet's reasonable instructions (whether oral or in writing); or
- (b) if the Total Price has not been paid by the due date for payment; or
- (c) for any Services provided in accordance with Your direct specification, instruction or recommendation issued by You; or
- (d) for any type of defect, damage or wear specifically excluded by BT Fleet by notice in writing in the Contract; or
- (e) if You have made alterations or repairs to the Vehicle without BT Fleet's consent during the Guarantee Period; or
- (f) BT Fleet did not provide the defective services or the defective parts; or
- (g) the Supplies were in good working order when BT Fleet provided them to You but You or a person other than BT Fleet misused, tampered with or fitted them incorrectly; or
- (h) You continue to use the Vehicle despite the defects being apparent (other than to bring it to BT Fleet under 11.1(b)).

12.4 BT Fleet will not be liable for any losses which were not reasonably foreseeable at the time of entering into the Contract incurred as a result of BT Fleet's failure to comply with this Contract or its negligence.

12.5 BT Fleet will not be liable for any loss of revenue, direct loss from expenditure of time by managers and employees, opportunity, business interruption, business, goodwill (including pecuniary losses arising from loss of goodwill), contracts, profit, anticipated savings, wasted expenditure and data or destruction of data.

12.6 In the event that we notify you of a defect in the vehicle which renders the vehicle unsuitable for use until such defect has been repaired we shall not be held responsible for whatever consequences arise from any further use of the vehicle before the said defect is rectified. In addition if in our reasonable opinion such defect is likely to have consequential effects on any other work we have carried out such further use shall invalidate any warranty or guarantee given in respect of such Supplies or Services.

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13 Collection and Delivery

13.1 This Condition 13 shall not apply unless it has been expressly agreed in writing in the Contract that it will.

13.2 Where this Condition applies, BT Fleet will, subject to 13.3:

- (a) offer collection and delivery as part of the Services; and
- (b) notify You of booking lead-times, any applicable rates and relevant post codes from time to time.

13.3 Condition 13.2 shall only apply if:

- (a) the Vehicle has a gross vehicle weight of less than 3,500 kg; and
- (b) the Vehicle is available at the time and location You gave to BT Fleet when You requested the Service; and
- (c) the Vehicle has sufficient fuel for a return journey to BT Fleet's relevant site; and

(d) the Services You require include a manufacturer's scheduled service (excluding minor repairs or checks that can be completed while You wait).

13.4 If, in breach of 13.3(b) above You fail to make the Vehicle available then BT Fleet may charge You for any collection and delivery at a rate of £35.00 plus VAT on each occasion that You fail to make the vehicle available for collection as agreed.

13.5 If in breach of 13.3(c) above there is not sufficient fuel in the vehicle BT Fleet will, at Your request, put fuel into the Vehicle at a cost of £2.00 plus VAT per litre. If You or the Authorised Driver refuses to allow BT Fleet to fuel the Vehicle then BT may charge You at the rate stated in Condition 13.4.

13.6 BT Fleet does not provide the collection and delivery service at weekends.

13.7 Where BT Fleet provides a collection and delivery service, BT Fleet may leave an alternative vehicle at the agreed location for collection.

Where it is not possible to park this alternative vehicle at no cost, You shall be liable for any parking charge incurred by BT Fleet.

14 Courtesy Vehicles

14.1 This Condition 14 shall not apply unless it is expressly agreed in writing in the Contract that it will.

14.2 Where this Condition applies BT Fleet will provide a courtesy vehicle as long as:

- (a) the Services You require include a manufacturer's scheduled service or repair (excluding minor repairs or checks that can be completed while You wait); and

(b) You sign a courtesy vehicle agreement, which shall be incorporated into this Contract by this reference to it.

14.3 BT Fleet does not provide courtesy vehicles at weekends.

14.4 If You fail to collect any courtesy vehicle made available to You by BT Fleet then BT Fleet may charge You for that courtesy vehicle at a rate of £35.00 plus VAT on each occasion that You fail to collect the courtesy vehicle as agreed.

15 Subcontracting, Assignment and Third Party Rights

15.1 You shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without BT Fleet's prior written consent.

15.2 BT Fleet may assign, charge, subcontract or transfer the Contract or any part of it to any person.

15.3 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16 Matters beyond BT Fleet's Reasonable Control

If BT Fleet cannot do what it has promised in this Contract because of something beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, civil disorder, war, military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind, (including those involving our employees), BT Fleet will not be liable.

17 If You Breach this Agreement

17.1 BT Fleet may immediately suspend further performance of the Contract or cancel any outstanding provision of Services or end the Contract by notice in writing to You without liability to BT Fleet if:

- (a) You breach any of Your obligations under the Contract in a way which is incapable of remedy or if You fail to remedy the breach within a reasonable time of being asked to do so;
- (b) BT Fleet find out that Your belongings have been taken away from You to pay off Your debts, or a receiving order has been made against You;
- (c) You (if You are a partnership) or Your partner offer to make any arrangements with or for the benefit of the creditors of You or Your partner generally or there is presented in relation to You or Your partner a petition of bankruptcy;
- (d) You (if You are a limited company) are considered to be unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986 or You call a meeting for the purpose of passing a resolution to wind up

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Your company, or such a resolution is passed or You present or have presented a petition to wind up or present or have presented a petition to appoint an administrator or have an administrative receiver or receiver appointed to the whole or any part of Your business, undertaking, property or assets.

17.2 Even if the Contract ends or is suspended under Condition 17.1 above You shall still be liable to pay BT Fleet at the Contract rate for all Services provided up to and including the date on which the Contract ends or is suspended. The fact that the Contract has ended shall not affect the rights or remedies of either party for any breach that took place before the Contract ended.

18 General

18.1 Any intellectual property rights (including any patent, copyright, database right, moral right, design right, registered design trade mark, service mark, domain name, know-how, utility model, unregistered design or where relevant any application or any such right or other industrial or intellectual property right subsisting in any part of the world) created by BT Fleet in the course of the performance of the Contract or otherwise in the provision of the Services shall remain BT Fleet's property. Nothing in the Contract shall be considered to have given You a licence or any other right to use any of BT Fleet's intellectual property rights.

18.2 Nothing in the Contract shall create, or be considered to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

18.3 If one party allows the other to breach the Contract this shall not prevent either party from taking action against the other about that breach and their actions shall not be considered to be a waiver of any subsequent breach of that or any other provision.

18.4 If at any time any one or more of the Conditions of the Contract (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be considered to be omitted from the Contract. The validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected by that omission.

18.5 The Contract sets out the entire agreement and understanding between You and BT Fleet in connection with the provision of the Services and shall update and replace all documentation previously issued by BT Fleet setting out its terms and conditions of provision of the Services.

18.6 Each Party acknowledges and agrees that in entering into this Contract it has not relied upon, and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any person (whether party to this Contract or not) in relation to the subject matter of this Contract, except for those contained in this Contract.

19 Law and Jurisdiction

19.1 If You are a Consumer, Where the BT Fleet depot which delivers the Services is located in England and Wales the Contract shall be governed by English law and where the BT Fleet depot which delivers the Services is located in Scotland the Contract shall be governed by Scottish law. If You are not a Consumer, the Contract shall be governed by English law.

19.2 Any court proceedings must be taken at a court within the United Kingdom.

DATA PROTECTION – You understand that, where BT Fleet holds information about You, BT Fleet may use such information to take up references, search the files of credit reference agencies and carry out credit checks and such enquiries as BT Fleet considers necessary. The fact that a search has been made will be recorded by each credit reference agency and lenders and others authorised to search such credit reference agencies may have access to such data for the purposes of credit assessment, debtor tracing and fraud prevention.

In addition, BT Fleet may use the information to send to you customer satisfaction surveys or other documents seeking your feedback on the quality of service you have received from us. BT Fleet may also use such information to inform you about products and services that BT Fleet thinks may be of interest to you. BT Fleet will only disclose such information to our affiliated or associated companies, agencies or dealers. If you do not wish to receive such details then you should write to us at the following address: BT Fleet Limited, Data Subject Access Manager, PP 2.3, Parkside Business Park, Mile Lane, Coventry, CV1 2TR.